



MARCH 28, 2022 - 7:00 PM

**AGENDA
CORRECTIONS AND LAW ENFORCEMENT
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, AND III**

I. COMMUNICATIONS

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution confirming appointment to the Chemung County Traffic Safety Board (Suhey)
2. Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (inmate dental services)
3. Resolution authorizing Purchase Agreement with Stephen Campbell Associates/Interactive Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management (Eventide NexLog 740 Audio Recorder)
4. Resolution authorizing Transport Service Agreements on behalf of the Chemung County Sheriff
5. Resolution awarding bid to Interaction Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management
6. Resolution authorizing application for and acceptance of funding for the Alternatives to Incarceration Program from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives on behalf of the Chemung County Probation Department (Project for Bail)

III. OLD BUSINESS

IV. NEW BUSINESS

V. ADJOURNMENT



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming appointment to the Chemung County Traffic Safety Board (Suhey)

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Traffic Safety Board appointment due to retirement of Chief Thomas Stickler. The new Horseheads Police Department Chief will be Michael Suhey, Jr. and will fill the unexpired term which will expire on 09/01/22.

CREATION:

Date/Time:	Department:
3/14/2022 2:15:28 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/14/2022 2:49 PM	Approved	County Executive	
3/17/2022 10:38 AM	Approved	Budget and Research	
3/18/2022 9:49 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 Resume_Michael_Suhey.pdf	M Suhey Resume	Cover Memo

STAMP_ITEMNUMB

Michael J. Suhey Jr.

396 Veteran Hill Road, Horseheads, NY 14845

607-739-9678

CAREER EXPERIENCE

Village of Horseheads Police Department
Part-time Police Officer
June 2018 to Present

Horseheads, New York

Elmira Police Department
Police Officer, Sergeant, Lieutenant
December 1997 to April 2018 (retired)

Elmira, New York

Laramie County Sheriff's Department
Road Patrol Deputy, July 1995 to July 1997

Cheyenne, Wyoming

Onondaga County Sheriff's Department
Road Patrol Deputy, April 1987 to July 1995

Syracuse, New York

EDUCATION

Master of Arts Degree in Criminal Justice
State University of New York at Albany, May 1992

Bachelor of Science Degree in Criminal Justice
Rochester Institute of Technology, April 1987

SPECIALIZED TRAINING

Supervisor Course
Instructor Development

COMMUNITY ACTIVITIES

Chemung County Habitat for Humanity – Project Leader
Horseheads Sister City Association



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Daniel M. O'Connell, DMD on behalf of the Chemung County Sheriff (inmate dental services)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution authorizing an agreement with Daniel M. O'Connell, DMD, to provide dental services to inmates at the Chemung County Jail from 01/01/22 to 12/31/22, to be billed monthly per service, following the NYS Medicaid Dental Fee Schedule, not to exceed \$15,000 for the term of the Agreement.

Vendor/Provider Daniel M. O'Connell, DMD

Term	12 months	Total Amount	\$15,000	Prior Amount
Local Share	\$15,000	State Share	0	Federal Share 0
Project Budgeted?	Yes	Funds are in Account #		

CREATION:

Date/Time:	Department:
2/7/2022 12:06:12 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/7/2022 12:07 PM	Approved	County Executive	
2/25/2022 3:19 PM	Approved	Budget and Research	
3/10/2022 11:38 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
2022_O_Connell_Dental_Contract.pdf	2022 O'Connell Dental Contract	Cover Memo

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A G R E E M E N T

THIS AGREEMENT made between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "**COUNTY**"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902-0588,

AND

DANIEL M O'CONNELL, DMD, (hereinafter referred to as "**PROVIDER**") having his principal place of business at 2511 Corning Road, Elmira, NY 14903

W I T N E S S E T H

WHEREAS the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York; and as outlined in **ATTACHMENT A**, and

WHEREAS the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY** and,

WHEREAS the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the **COUNTY** wishes to make these services available to those persons eligible under applicable Laws.

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall become effective **January 1, 2022** and shall terminate on **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT B**, accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The **COUNTY** will provide payment to the **PROVIDER** as described in **ATTACHMENT D**, attached hereto and made a part hereof.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

6. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

RECORDS RETENTION

7. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

8. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

CLAIMS, PAYMENTS AND AUDITS

9. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

INSURANCE

10. The PROVIDER agrees to procure and maintain insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Before commencing the work, the PROVIDER shall furnish the COUNTY with a Certificate of Insurance or Binder showing that it has complied with this Exhibit, which certificate or proof of Professional Liability Insurance shall not be changed or cancelled until thirty (30) days written notice has been given to the COUNTY.

This Certificate of Insurance, if required, shall name the COUNTY as additional insured and will be attached to this Agreement as **ATTACHMENT "C"**.

HOLD HARMLESS INDEMNIFICATION

11. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

NEPOTISM/CONFLICT OF INTEREST

12. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

TERMINATION

13. Each party shall have the right to terminate this Agreement by giving 60 days prior written notice to the other party.
 - A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.
 - B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of

this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

- C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:
- 1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.
 - 2) Not incur any further obligations pursuant to this Agreement beyond the termination date.
 - 3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

NON-DISCRIMINATION

14. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil

monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

15. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

COOPERATION

16. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

SECTARIAN PURPOSES

17. The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due the PROVIDER's employees through this Agreement which become part of the employee's personal spending money.

LOBBYING

18. The Provider/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the Provider/Contractor spends any non-federal funds for these purposes, Provider/Contractor will make and file any disclosures required by State or Federal Law.

GENERAL PROVISIONS

19. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
20. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.
21. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.
22. The following additional schedules are attached and made a part hereof: **Exhibit 2.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____

**SHERIFF
WILLIAM A. SCHROM**

DATE: _____

COUNTY OF CHEMUNG

BY: _____

**COUNTY EXECUTIVE
CHRISTOPHER MOSS**

DATE: _____

DANIEL M O'CONNELL, DMD

BY: _____

**Authorized Signature
Fed.I.D.# _____**

Daniel O'Connell, DMD

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Attachment A = Service Description/Protocols

Attachment B = Budget

Attachment C = Insurance Certificate

Attachment D = Payment Schedule(s)

Exhibit #1 = Insurance Requirements

Exhibit #2 = Authorizing Resolution

Department Head Approval/Initials: _____

ATTACHMENT "A"

SERVICE DESCRIPTION

PROVIDER shall be responsible for the following:

1. Supervision of the dental needs of all inmates in the Chemung County Jail.
2. Adequate office space, equipment, supplies, materials and publications necessary for the delivery of dental care consistent with the standards of the American Correctional Association and the National Commission on Correctional Health Care.
3. PROVIDER and COUNTY agree that such duties and responsibilities can be accomplished within eight (8) hours per month.
4. Referrals to specialists as necessary.
5. COUNTY shall be responsible for keeping and maintaining all inmate Medical Records.
6. COUNTY agrees that once an inmate of the COUNTY jail is no longer located at the COUNTY jail (for any reason) then the relationship between PROVIDER and said inmate is terminated.
7. COUNTY agrees that the relationship between PROVIDER and inmates will terminate once incarceration ends, and PROVIDER is under no obligation to continue further treatment.

THE COUNTY SHALL PROVIDE:

- 1) Funding for medical treatment of inmates (e.g., hospitalization, X-rays, laboratory work, etc.)
- 2) Orientation to PROVIDER of COUNTY policies, records and procedures.
- 3) Medical Records storage pursuant to NYS laws.

ATTACHMENT "B"

BUDGET

The PROVIDER agrees to charge the COUNTY per service provided, following the New York State Medicaid Dental Fee Schedule. Services shall not exceed \$15,000 for the year.

ATTACHMENT "C"
CERTIFICATE OF INSURANCE

ATTACHMENT "D"

PAYMENT SCHEDULE

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
DENTAL	SHERIFF	MONTHLY-PER SERVICE PROVIDED

EXHIBIT "1"

CERTIFICATE OF INSURANCE REQUIREMENTS

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain PROFESSIONAL LIABILITY INSURANCE in the sum of at least ONE MILLION DOLLARS (\$1,000,000.00).

PROVIDER is further required to furnish copies of proof of said coverages in Certificates of Insurance naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates of Insurance must include the term of this Agreement or PROVIDER shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the PROVIDER or by subcontractors.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the PROVIDER for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Should the PROVIDER's insurance be written on a claims made basis, the PROVIDER agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, PROVIDER will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send us a Certificate of Insurance as evidence of the coverage required by this paragraph.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Stephen Campbell Associates/Interactive Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management (Eventide NexLog 740 Audio Recorder)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request to purchase Eventide NexLog 740 Audio Log Recorder at 911 for \$119,606.00 with \$36,474.49 being on GSA contract number GS-35F-0415V. all items would be 100% paid for by the PSAP-20 grant and would replace the current recorder to give more options, such as alert monitoring when the system goes down.

Vendor/Provider Stephen Campbell
Associates/Interaction Insight
Corp

Term		Total Amount	\$36,474.49	Prior Amount	0
Local Share	0	State Share	36,474.49	Federal Share	0
Project	No	Funds are in	50202		
Budgeted?		Account #			


CREATION:

Date/Time:	Department:
2/1/2022 10:58:31 AM	County Executive


APPROVALS:

Date/Time:	Approval:	Department:	
2/1/2022 11:06 AM	Approved	County Executive	
2/4/2022 12:51 PM	Approved	Budget and Research	
3/10/2022 10:52 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 Copy of Chemung County NexLog DX Series Proposal 12.2.21 GSA Items r2.pdf	Chemung County NexLog DX Series Proposal	Cover Memo

STAMP_ITEMNUMB

<div>  Copy_of_Chemung_County_SO_010421_r.1.pdf </div>	Copy of Chemung Co SO 010421	Cover Memo
<div>  Eventide_NexLog_DX_Series_Brochure_4May2020.pdf </div>	Eventide Nexlog DX Series Brochure	Cover Memo

Quantity	MFGPART	SIN
1	NexLog740DX	33411
1	DX799	33411
1	DX730	N/A
1	DX755	811212
1	324430	33411
1	271052	511210
1	PCI-DXANA24	33411
1	271083	33411
1	271111	511210
1	115021	511210
1	271098	33411
1	115015	33411
2	324720	33411
1	DX912	511210

Customer: Chemung County 911 24A & 8IP

Date: 11.30.21 GSA CONTRACT NUMBER: GS-35F-0415V

Effective dates: May 5, 2009 through May 4, 2024

Price List Current through Modification PS-0040 effective date May 19, 2021

NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies and first year <u>hardware warranty</u> . Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software
Upgrade NexLog 740 DX-Series (at time of order) to 2x1TB HotSwap RAID1=1TB storage
Standard 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)
Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)
Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)
Internal IP Recorder with First 8 G.711 Channels
24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses
8 pack MediaWorks DX (web) concurrent license
Eventide MP3 option for MediaWorks DX
Enhanced Reports Engine
Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)
Mandatory Remote Install Prep for P25 or TETRA
DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8
Motorola Vesta Integration Bundle (includes 209029, 271174, 271140)

TOTAL FOR EVENTIDE GSA ITEMS

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Eventide P/N	GSA Price	Extended GSA Price	List Price (USD)
NexLog740DX	\$6,524.89	\$6,624.89	\$ 7995.00
DX799	\$1,509.82	\$1,509.82	\$ 1850.00
DX730	No Charge	No Charge	No Charge
DX755	\$1,175.21	\$1,175.21	\$ 1440.00
324430	\$293.80	\$293.80	\$ 360.00
271052	\$3,468.51	\$3,468.51	\$ 3,850.00
DXANA24	\$4,896.73	\$4,896.73	\$ 6,000.00
271083	\$812.04	\$812.04	\$ 995.00
271111	\$159.14	\$159.14	\$ 195.00
115021	\$812.04	\$812.04	\$ 1495.00
271098	\$812.04	\$812.04	\$ 995.00
115015	\$2,856.42	\$2,856.42	\$ 3,500.00
324720	\$2,448.36	\$4,896.72	\$ 3,000.00
DX912	\$8,157.13	\$8,157.13	\$ 9,995.00

\$36,474.49



NexLog DX Next Generation Communications Recorders

Quotation Number:	Chemung County SO_1-04-2021
Date:	1/4/2021

Customer: Contact: Description:	Chemung County Sheriff's Office Doug Hooper Eventide NexLog 740 DX recording systems configured as follows: One Eventide NexLog 740 DX recording system consisting of: 24 Channels of Analog, 8 Channels of VoIP for Motorola AIS Talk Paths and 5 Vesta analog positions and position Select radio) Includes Motorola AIS P25 integration licenses. Items highlighted are pass-through costs that go directly to Motorola. Quote includes: Enhanced Reporting, On-site Installation, System Programming, Unlimited Lifetime Admin and User Training, and First	 INTERACTION INSIGHT CORPORATION GSA CONTRACT NUMBER: Richard Geremia Interaction Insight Corporation 747 2nd Ave, 2nd Floor New York, NY 10017 (800) 285-2950 X120 rgeremia@interactioninc.com
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QUOTED BY	WARRANTY	DELIVERY	DISCOUNT	VALIDITY	F.O.B	TERMS
RG	1 Year (options below)	4 weeks ARO	18%	90 Days	Destination	Current

Unit or Site ID	NexLog Model Choice	Front Panel Choice	Rack Slide Choice	Internal Storage Array Choice	Archive Drive(s) Choice	VoIP Ch. QTY	G. 729 Ch. QTY	Analog Ch. QTY	Digital PBX Ch. QTY	T1 Tap Ch. QTY	E1 Tap Ch. QTY	T1 Term Ch. QTY	E1 Ter m Ch.	Gpio Ch. QTY	Addl. Network Card	IRIG B Card
Site 1	NexLog 740 DX	LCD Display	4-Post	2x1TB swap Raid1=1TB	1xDVD-Ram	8		24							1	

Site 1		NexLog 740 Hardware Items (Quantities are automatically populated from the NexLog Configuration Selector)									
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net		
1		NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1	NexLog740 DX	\$ 7,995.00	18%	\$ 6,524.88	\$ 7,995.00	\$	6,524.88	
1		Integrated 7" Color LCD Touch Screen Display for NexLog 740	1	DX899	\$ 1,595.00	18%	\$ 1,301.71	\$ 1,595.00	\$	1,301.71	
1		Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage	1	DX799	\$ 1,850.00	18%	\$ 1,509.82	\$ 1,850.00	\$	1,509.82	
1		Equip with 1 Multi-Drive for DVD-RAM (standard)	1	DX730	\$ -	18%	\$ -	\$ -	\$	-	
1		Rack Mount Slides - 4 Post, 3U (for NexLog DX740)	1	324430	\$ 360.00	18%	\$ 293.80	\$ 360.00	\$	293.80	
Site 1		Channel Input Cards and Licenses (Quantities are automatically populated from the NexLog Configuration Selector)									
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net		
1		Internal IP Recorder with First 8 G.711 Channels	1	271052	\$ 3,850.00	18%	\$ 3,142.06	\$ 3,850.00	\$	3,142.06	
1		24-Channel Analog Card, 24 Ch. Licenses	1	DXANA24	\$ 6,000.00	18%	\$ 4,896.72	\$ 6,000.00	\$	4,896.72	
1		Quad-port 100/GB PCI Network Card	1	DX755	\$ 1,440.00	18%	\$ 1,175.21	\$ 1,440.00	\$	1,175.21	
Site 1		Web Access Playback Licenses (Quantities are manually selected using the 4 left-most columns)									
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net		
1		8 pack MediaWorks PLUS (web) concurrent license	1	271083	\$ 995.00	18%	\$ 812.04	\$ 995.00	\$	812.04	
1		Eventide MP3 option for MediaWorks DX	1	271111	\$ 195.00	18%	\$ 159.14	\$ 195.00	\$	159.14	
1		Enhanced Reporting Package	1	115021	\$ 1,495.00	18%	\$ 1,220.10	\$ 1,495.00	\$	1,220.10	
1		Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	1	271098	\$ 995.00	20%	\$ 796.00	\$ 995.00	\$	796.00	
Site 1		Integration and Interface Licenses (Quantities are manually selected using the 4 left-most columns)									
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net		
1		911 NENA ANI/ALI CAD Spill Integration - USA/Canada only	1	209029	\$ 3,495.00	18%	\$ 2,852.34	\$ 3,495.00	\$	2,852.34	
1		Metadata Integration for Dispatch, RoIP, and Other Systems	1	209157	\$ 3,495.00	18%	\$ 2,852.34	\$ 3,495.00	\$	2,852.34	
1		Vesta 911 IP-SPAN VOICE Recording Enabler licenses	1	271140	\$ 2,495.00	18%	\$ 2,036.22	\$ 2,495.00	\$	2,036.22	
1		Solacom i3 Data Handling License	1	271174	\$ 3,495.00	18%	\$ 2,852.34	\$ 3,495.00	\$	2,852.34	
1		Integration to ASTRO 25 system - Initial ASTRO version - SINGLE	1	209220	\$ 14,995.00	18%	\$ 12,237.72	\$ 14,995.00	\$	12,237.72	
Site 1		Vocoder Options (Quantities are manually selected using the 4 left-most columns)									
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net		
2		DVSI 2-Port USB Decoder Unit (for DMR, TRBO, and NXDN) - Max	2	324720	\$ 3,000.00	18%	\$ 2,448.36	\$ 6,000.00	\$	4,896.72	
Product Sub-Total:								\$ 60,745.00	\$	49,559.11	
Site 1		AIS/API Licensing (Quantities are manually selected using the 4 left-most columns)									
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net		
1		Mandatory license fee for Initial System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	271141	\$ 54,995.00	None	\$ 54,995.00	\$ 54,995.00	\$	54,995.00	
SDK Fees Sub-Total:								\$ 54,995.00	\$	54,995.00	
Site 1		Eventide Services & Miscellaneous (Quantities are manually selected using the 4 left-most columns)									
		Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net		
1		Mandatory Remote Install Prep for P25; (Non-Discountable)	1	115015	\$ 3,500.00	None	\$ 3,500.00	\$ 3,500.00	\$	3,500.00	
3		Installation, Programming, and Training	3	Pro Services	\$ 1,800.00	None	\$ 1,800.00	\$ 5,400.00	\$	5,400.00	
1		Bronze Support - Remote Service Agreement Including Enhanced HW Warranty & SMA, during Regular Business Hours	1	Bronze	\$ 7,289.40	None	\$ 7,289.40	\$ 7,289.40	\$	7,289.40	
Services & Misc. Sub-Total:								\$ 16,189.40	\$	16,189.40	
TOTAL QUOTATION								LIST PRICE	NET PRICE		
								\$ 76,934.40	\$ 120,743.51		

OPTIONAL QUALITY FACTOR SOFTWARE:

1		Quality Factor Software: FIRST 20 Agents (Requires MediaWorks PLUS)	1	271077	\$ 2,500.00	18%	\$ 2,040.30	\$ 2,500.00	\$ 2,040.30							
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STAMP_ITEMNUMBER

Eventide®

NexLOG™

DX SERIES™

Advanced Recording Solutions for Mission-Critical Communications



Recording Systems • Software Solutions • Smart Gateways

NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

STAMP_ITEMNUMB

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



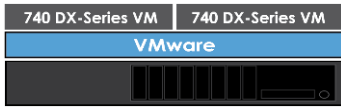
Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
4U Rack-Mountable

DX-Series Smart Gateways™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

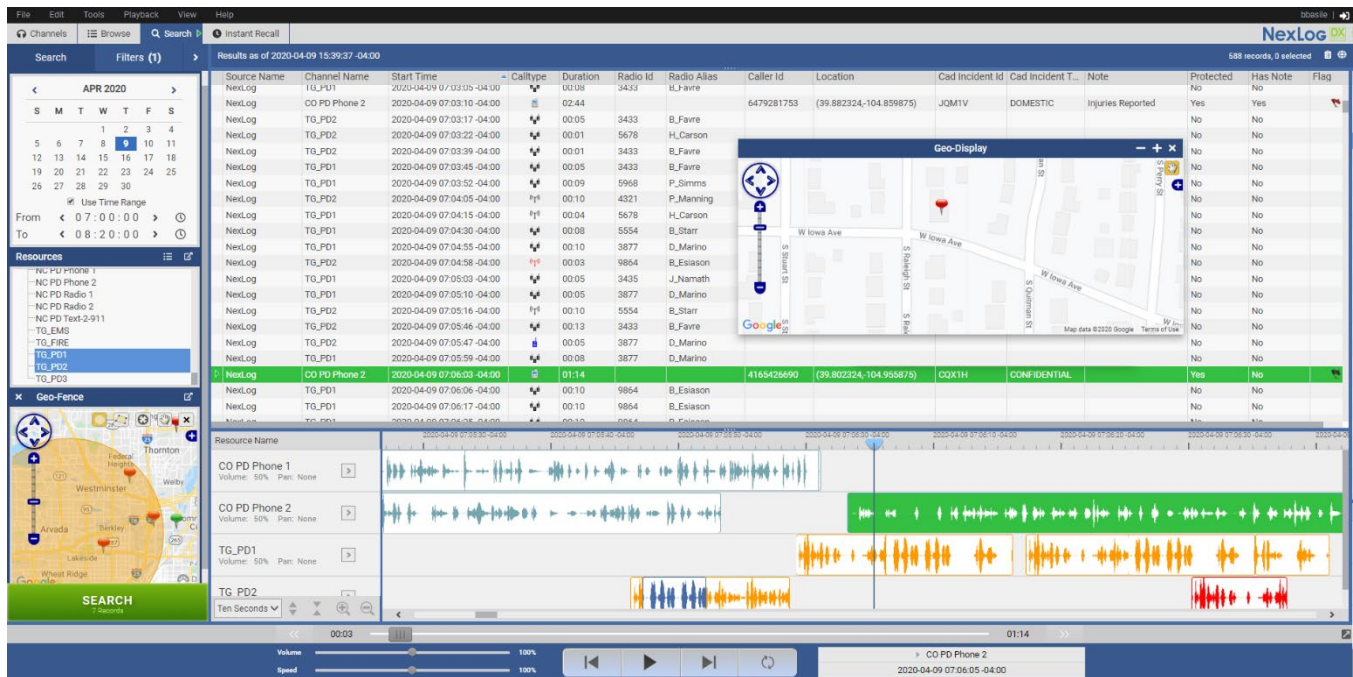
NexLog DX-Series™ Virtual Recording Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with **ESXi**

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



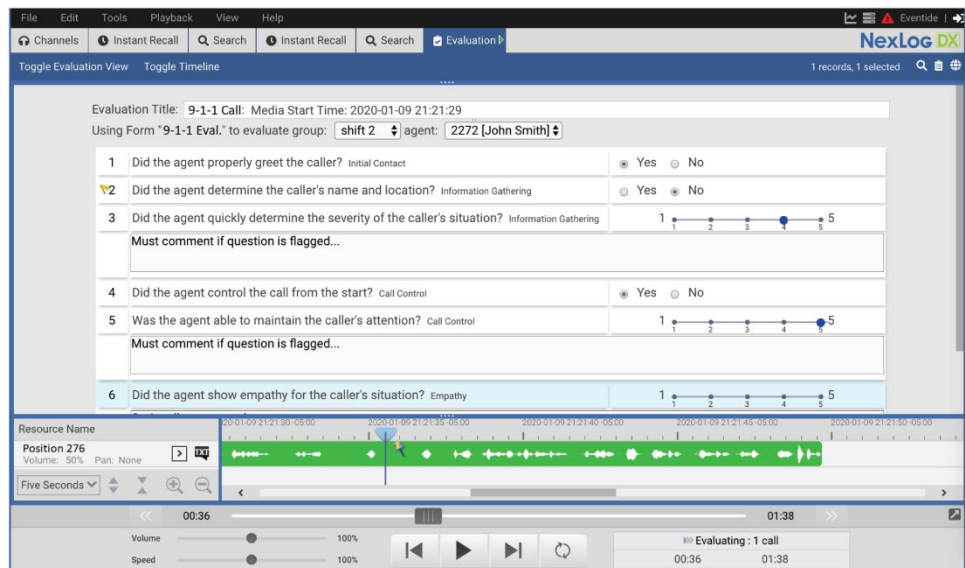
Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication

STAMPING NUMB

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

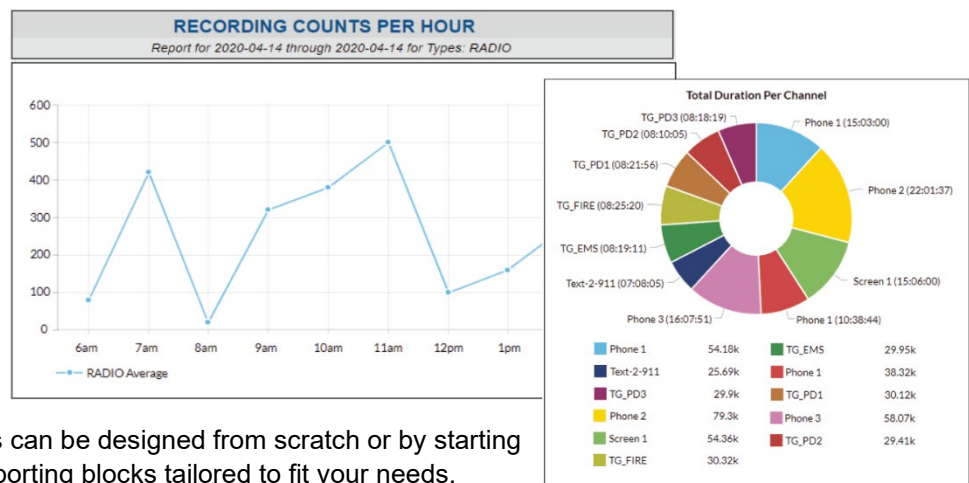
Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

► **NexLog DX-Series Software Update Subscription (DXSUS)**

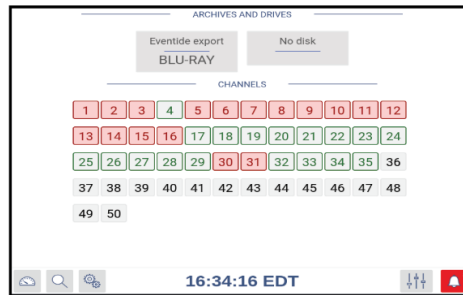
The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, virtual recording solution or DX-Series Smart Gateway product. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

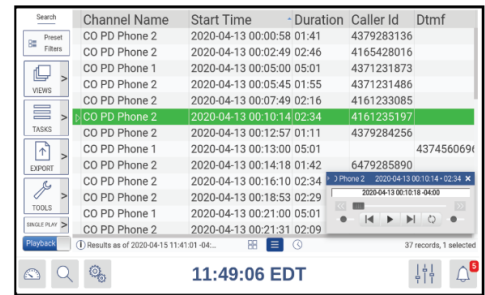
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► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series

Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fylde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Central Square Inform
Central Square Zuercher
Central Square Sungard
Geoconex

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Omnitronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP|Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
iNEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industronic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS
Integration by others via API

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Transport Service Agreements on behalf of the Chemung County Sheriff

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

A Resolution to renew Agreements with Transport personnel for the Chemung County Sheriff's Office for 2022 calendar year.

Vendor/Provider Various

Term	12 Months	Total Amount	\$19.00/hr	Prior Amount	\$19.00/hour
Local Share	100%	State Share	0	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #			

CREATION:

Date/Time:	Department:
2/25/2022 1:31:00 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
2/25/2022 1:45 PM	Approved	County Executive	
2/25/2022 3:23 PM	Approved	Budget and Research	
3/10/2022 10:34 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Comacchio_M_2022_Agreement.pdf	Comacchio, M 2022 Agreement	Cover Memo
Reynolds_D_2022_Agreement.pdf	Reynolds, D 2022 Agreement	Cover Memo
Swanson_C_2022_Agreement.pdf	Swanson, C 2022 Agreement	Cover Memo
Wilkins_R_2022_Agreement.pdf	Wilkins, R 2022 Agreement	Cover Memo
Zito_G_2022_Agreement.pdf	Zito, G 2022 Agreement	Cover Memo

STAMP_ITEMNUMB

AGREEMENT

THIS AGREEMENT, made between the **COUNTY OF CHEMUNG**, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

MICHAEL F. CORNACCHIO
258 LAKE ROAD
MILLERTON, PA 16936

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

WHEREAS, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

INSURANCE

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS/INDEMNIFICATION

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

10. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to the COUNTY for the purpose of the Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

GENERAL PROVISIONS

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

MICHAEL F. CORNACCHIO

BY: _____
Authorized Signature
SS#:076-42-9434

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
--------------------	-----------------

UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

AGREEMENT

THIS AGREEMENT, made between the COUNTY OF CHEMUNG, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

DONALD E. REYNOLDS
223 SCOTTWOOD AVE APT B
ELMIRA HEIGHTS, NY 14903

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY, and

WHEREAS, the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The PROVIDER agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

INSURANCE

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS/INDEMNIFICATION

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion

of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

10. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to the COUNTY for the purpose of the Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of

loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

GENERAL PROVISIONS

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

DONALD E. REYNOLDS

BY: _____
Authorized Signature
SS#: 133-28-2107

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
--------------------	-----------------

UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

AGREEMENT

THIS AGREEMENT, made between the **COUNTY OF CHEMUNG**, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

**CHARLES R. SWANSON
226 SMITH ROAD
PINE CITY, NY 14871**

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

WHEREAS, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

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7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

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The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

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10. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to the COUNTY for the purpose of the Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

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14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

CHARLES R. SWANSON

BY: _____
Authorized Signature
SS#:094-60-9482

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
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UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.

AGREEMENT

THIS AGREEMENT, made between the COUNTY OF CHEMUNG, on behalf of its applicable department(s), (hereinafter referred to as "**COUNTY**"), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902,

-AND-

**ROSEANN WILKINS
410 POTTER PLACE
ELMIRA, NY 14901**

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the COUNTY the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the PROVIDER is qualified to provide and is willing and authorized to furnish such services to the COUNTY, and

WHEREAS, the COUNTY desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the COUNTY to the extent indicated herein, and under the terms and conditions hereinafter provided,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall be effective **January 1, 2022** and shall terminate **December 31, 2022**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The PROVIDER agrees that the budget attached hereto and made part hereof as **ATTACHMENT "B"** accurately lists any personnel and/or other costs for services to be rendered by the PROVIDER under this Agreement.

The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

2022 CONSULTANT AGREEMENT
TRANSPORTATION/SHERIFF

Page 1

STAMP_ITEMNUMB

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

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Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

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7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

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COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

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15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

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DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

ROSEANN WILKINS

BY: _____
Authorized Signature
SS#: 060-34-8524

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
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UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
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ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

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-AND-

GINA M. ZITO
812 CLAIRMONT AVENUE
ELMIRA, NY 14904

(Hereinafter referred to as "**PROVIDER**").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York, and as outlined in **ATTACHMENT "A"**,

WHEREAS, the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY**, and

WHEREAS, the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided,

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The total hourly rate budgeted for this Agreement shall be the sum of **NINETEEN DOLLARS PER HOUR (\$19.00)**.

RELATIONSHIP AS INDEPENDENT PROVIDER

3. The relationship of PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that it will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

ASSIGNMENTS

4. The PROVIDER shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this Agreement or the rights, title or interest therein or the power to execute such Agreement to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

5. The PROVIDER shall comply with all applicable Federal, State and local statute, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY, as may be required so that the COUNTY shall be able to fulfill its function and responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

INSURANCE

6. The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County (until final acceptance by the County for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Exhibit #1**, and attached hereto as **ATTACHMENT C**.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the COUNTY as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated "secured" New York State admitted insurer; provide for 30-day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the COUNTY.

PROVIDER agrees to indemnify the COUNTY for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

HOLD HARMLESS/INDEMNIFICATION

7. The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

TERMINATION

8. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other party.

NON-DISCRIMINATION

9. The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment, or retaliation in the performance of its work under this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The above recited language reflects the Federal requirements for all federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

10. This Agreement shall be deemed executory only to the extent of the monies appropriated and available to the COUNTY for the purpose of the Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

COOPERATION

11. The PROVIDER and the COUNTY recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties do, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions, insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public, and in accordance with the provisions of this Agreement.

GENERAL PROVISIONS

12. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

14. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

15. The following additional schedule(s) is attached hereto and made a part hereof: **ATTACHMENT "D"**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
COUNTY EXECUTIVE
CHRISTOPHER J. MOSS

DATE: _____

COUNTY OF CHEMUNG

BY: _____
SHERIFF
WILLIAM SCHROM

DATE: _____

GINA M. ZITO

BY: _____
Authorized Signature
SS#:107-40-9410

Attachment A = Description of Service
Attachment B = Budget/Payment Schedule
Attachment C = Insurance Requirements
Attachment D = Authorizing Resolution

ATTACHMENT "A"
SERVICE DESCRIPTION

PROGRAM: TRANSPORTATION SECURITY

DESCRIPTION

Security provided Chemung County for transportation regarding security, inmates, etc.

TASKS:

1. Furnish transportation security on assigned obligations of the COUNTY as directed:

- transportation of inmates, mental health & transportations so requested by the COUNTY or Sheriff's Department;
- tasks pertinent to this Agreement upon request of the Sheriff or COUNTY.

ATTACHMENT "B"

BUDGET

Upon submission by the PROVIDER to the COUNTY of an appropriate invoice, and providing that all elements of this Agreement are satisfactorily met, and after approval by the COUNTY, payment to the PROVIDER shall be authorized by the COUNTY Treasurer as follows:

<u>PROGRAM</u>	<u>INVOICE TO:</u>	<u>PAYMENT SCHEDULE</u>
TRANSPORTATION OF INMATES AND/ OR MENTAL HEALTH CLIENTS	SHERIFF'S	MONTHLY

Hourly rate	\$ 19.00
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UPON SUBMISSION OF AN INVOICE COUNTY WILL REIMBURSE PROVIDER:

- I. For the cost of any road tolls PROVIDER has paid.
- II. For the cost of any inmate/client meals paid personally by PROVIDER when inmate/client has missed a meal due to time restraints and travel arrangements.

ATTACHMENT "C"

CERTIFICATE OF INSURANCE REQUIREMENTS

Section 6 of the agreement, INSURANCE, is deleted in its entirety and replaced by the following:

The COUNTY shall name PROVIDER as an additional insured on the COUNTY's general liability insurance policy, including any self-insured retentions.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to Interaction Insight Corporation on behalf of the Chemung County Office of Fire and Emergency Management

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Approval for open market items bid for: \$83,131.51 from Interaction Insight Corp. (formally Stephen Campbell Associates) to complete purchase of Eventide Voice Recording System for 911.

Vendor/Provider Interaction Insight Corp
(formally known as Stephen
Campbell Associates)

Term	1	Total Amount	\$82,521	Prior Amount	0
Local Share	0	State Share	\$82,521	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #			

CREATION:

Date/Time:	Department:
3/3/2022 11:29:20 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/3/2022 11:31 AM	Approved	County Executive	
3/7/2022 8:56 AM	Approved	Budget and Research	
3/10/2022 10:39 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 RFB_2377.pdf	RFB 2377	Cover Memo

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2377

Purchase, Install, & Support Eventide Call System

Bid Opening: 2/03/2022

Sole Bidder:		Interaction Insight
Description	Price	
Integration to Motorola ASTRO 25 System - Initial ASTRO Version - Single AIS	\$12,237.00	
Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS)	\$54,995.00	
Installation of all listed items	\$6,100.00	
One (1) year unlimited User training	\$0.00	
One (1) year hardware and software support including on-site and remote service Mon-Fri 8:00 AM - 6:00 PM	\$9,189.00	

\$82,521.00



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of funding for the Alternatives to Incarceration Program from the New York State Division of Criminal Justice Services, Office of Probation and Correctional Alternatives on behalf of the Chemung County Probation Department (Project for Bail)

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Prior Resolution #21-388

Requesting the Legislature's authorization to apply and accept funds from the NYS Dept. of Criminal Justice Services (DCJS) to finance the Chemung County Project for Bail. The NYS Executive Law Article 13-A Classification/ATI Service Plan Application and Funding represents a contract renewal covering the term from 07/01/22 - 06/30/23.

Vendor/Provider Chemung County Probation

Term	7/2/22-6/30/23	Total Amount	\$98,192	Prior Amount	\$981,192
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Local Share	0	State Share	\$23,192	Federal Share	\$75,000
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Project Budgeted?	Yes	Funds are in Account #	
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CREATION:


Date/Time:	Department:
3/3/2022 1:14:00 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/3/2022 1:15 PM	Approved	County Executive	
3/7/2022 8:56 AM	Approved	Budget and Research	
3/10/2022 10:53 AM	Approved	Legislature Chairman	

ATTACHMENTS:

STAMP_ITEMNUMB

Name:	Description:	Type:
 mematirenewal2022-23.pdf	Memo	Cover Memo



CHEMUNG COUNTY PROBATION DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE

TO: Christopher J. Moss, Chemung County Executive
Chemung County Legislature

FROM: Stephanie M. Fiorini, Probation Director

DATE: March 2, 2022

RE: DCJS Alternatives to Incarceration Application
2022-2023 Contract Renewal

The purpose of this correspondence is to request the Legislature for authorization to apply and accept funds from the New York State Department of Criminal Justice Services (DCJS) to finance the Chemung County for Project for Bail. The NYS Executive Law Article 13-A Classification/ATI Service Plan Application and funding represents a contract renewal covering the term from July 1, 2022 to June 30, 2023. The award for the new contract period is the same as last year, that being \$23,192.

Project for Bail is the pre-trial services agency that monitors and supervises Defendants, except for Adolescent Offenders who are supervised by the Probation Department as part of the County's approved Raise the Age plan. With bail reform, the Court determines which Defendants are eligible and determines the conditions of supervision, using the least restrictive means.

The availability of a pre-trial services program helps to decrease the unsentenced jail population, along with providing Defendants the opportunity to remain in the community pending the outcome of their court proceeding.

Upon approval, the necessary paperwork will be filed with DCJS.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Stephanie M. Fiorini".

Stephanie M. Fiorini
Probation Director

STAMP_ITEMNUMB